

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-01-R-0031

PROGRAM NUMBER: 6.2

PERFORMANCE PERIOD: JULY 1, 2001 – JUNE 30, 2006

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE
DEFENSE ENERGY SUPPORT CENTER

BY

FEBRUARY 15, 2001 @ 1500 HOURS LOCAL TIME

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L17.02 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 33 (SF33) in ink.
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause if you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause L2.11-1.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

CERTIFICATION PACKAGE for SOLICITATION SP0600-01-R-0031

JP8

(Approximately 433,000 BBLs)

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SECTION B – SUPPLIES/SERVICES AND PRICES/COST

B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)

The purpose of this solicitation is to secure the necessary facilities and services to receive, store, and ship one grade of Government-owned product (JP-8) in the Port Mahon, Delaware area.

The services to be furnished during the period specified herein and the unit prices are as follows:

- A. AREA OF CONSIDERATION: 25 mile radius of Dover Air Force Base, Delaware.
- B. TANKAGE REQUIRED: Approximately 433,000 barrels (shell capacity) for Turbine Fuel Aviation, Grade JP-8 storage with a minimum of two tanks required, interconnected and isolated from other facilities and products handled within the tank farm. Clause L16.01, Data Required to be submitted applies.
- C. ESTIMATED THROUGHPUT: 1,500,000 barrels each 12 months period. Throughput is computed as follows: **receipts plus issues, divided by two.** The estimated throughput quantity **does not** include the initial fill of the terminal.
- D. GRADE OF SERVICE: Turbine Fuel Aviation, Grade JP-8
- E. RECEIVING CAPABILITY:
 - a. Via Barge on a 24 hour per day, seven (7) days per week basis, at a minimum rate of 1,750 barrels per hour. The dock and berthing facilities shall, as a minimum, be equipped with a turning dolphin capable of berthing 4,200 dead weight ton vessels and have a draft of 7 ½ feet at mean high water.
 - b. Via Government-furnished tank trucks between the hours of 0500 till 1300, five (5) days per week (Monday through Friday), Saturdays, Sundays and federal holidays excepted. A minimum of two (2) headers capable of spotting and off-loading two (2) trucks simultaneously.
- F. SHIPPING CAPABILITY:
 - a. Via Contractor-furnished pipeline and pipeline connections to Dover Air Force Base, Delaware, storage/manifold facilities. The Contractor's pipeline and facilities must be compatible with the Air Force Base receiving capability and capable of pipeline delivery at a minimum rate of 28,000 barrels per day (24 hours continuous pumping), on a 24 hour per day, seven (7) days per week basis.
 - b. Via Government-furnished tank trucks of 5:00am – 1:00pm, five days per week (Monday through Friday), Saturdays, Sundays and federal holidays excepted as stipulated in the Wage Determination. A truck loading facility with bottom loading capability, equipped with a Scully system (or compatible) capable of loading a maximum of four 8,000 tank trucks per hour.
- G. ANCILLARY FACILITIES: The facilities to be furnished under this contract shall include as a minimum the following:
 - a. STORAGE TANKS AND FACILITIES: All tanks and facilities must meet the minimum requirements of the current API Standards, NFPA Codes, and all laws, regulations, etc., applicable to tanks and facilities of the type to be provided. Cone-roof tanks with interior floating pans are preferred, however, floating roof tanks are acceptable. Floating roof tanks will be equipped with roof drains which prevent water from coming into contact with the fuel. The tanks shall be connected so as to provide the capability of recirculating/filtering of product between tanks. The tanks and facilities will consist of one dedicated system capable of receiving, storing and shipping one grade of Government-owned fuel. An isolated system in place of the preferred dedicated system is acceptable provided the requirements of Clause L116.01(d) are met.

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- b. GOVERNMENT-FURNISHED TANK TRUCKS: The Contractor's tank truck loading facilities must be equipped with a Scully System (or compatible). **The Contractor's tank truck loading facilities must provide unrestricted access and be capable of spotting and loading Government-furnished tank trucks at the rate of four tanks trucks per hour.** The Contractor's tank truck loading facilities shall be the type capable of providing tank truck loading that is in compliance with Federal, State and local environmental laws and regulations based upon the type product being loaded. The Contractor's tank truck loading facilities shall be equipped with a Temperature Compensating Meter capable of accurately measuring the volume of product being loaded.
- c. DOCK & BERTHING FACILITIES: Capable of receiving and berthing barges not to exceed 4,200 dead weight tons (DWT) with a draft of 7 ½ feet at the dock. The facilities must be equipped with a turning dolphin capable of accommodating the lateral forces induced when turning a 4,200 DWT vessel.
- d. PIPELINE: The Contractor-furnished pipeline connection from Contractor's terminal to Dover AFB tanks shall be capable of delivering product at a minimum rate of 28,000 barrels per day (24 hours continuous pumping) on an as required basis. The Contractor's operation procedures for the pipeline to Dover AFB must provide for the Contractor's personnel to operate the manifold connection between the Contractor's pipeline and Dover AFB storage. The Contractor's pipeline to Dover AFB shall be equipped with a temperature compensating meter capable of accurately measuring the volume of product shipped. The DD Form 1348-7 documents covering pipeline/tank shipments will be prepared by the Contractor and will reflect in quantity shipped column, the amounts indicated by the temperature compensating meter.
- e. ADDITIVE INJECTION SYSTEM: The Contractor shall provide a separate injection system (pump and ancillary connection facilities) for the injection of each Government-furnished additive (i.e. Fuel System Icing Inhibitor (FSII), Anti Static Additive (ASA) into the product during normal receiving/shipping operations, and during tank-to-tank transfers (see Clause F45.01 and F45.03).
- f. FILTRATION CAPABILITY: The Contractor-furnished filtration system shall meet the requirements of API Bulletin 1581, Group II, Class B to allow filtration during truck loading operations, tank-to-tank transfers, and pipeline shipments. The Government shall reimburse the Contractor for the cost of the replacement of filter elements, and disposal of the used filter elements.
- g. LABORATORY FACILITIES: The Contractor shall provide space, equipment, and supplies to perform the fuel specification tests required in Attachment 4, Testing, MIL-T-83133 (Grade JP-8).
- h. QUALITY SURVEILLANCE REPRESENTATIVE SUPPORT FACILITY: The Contractor shall provide as a minimum, office space of approximately 110 square feet and furniture for use by the Government Quality Surveillance Representative (QSR). Furniture items include a 3-drawers desk; one swivel chair with arms, one straight chair; 2-shelf bookcase, 3-drawer letter size locking file cabinet, Texas Instrument Model 5130 ten-digit desk top calculator or equivalent, two (2) straight-back chairs, and a typewriter with a normal size carriage. Contractor shall provide janitorial services for the QSR office space of the same quality and type that is provided for his own office area at the terminal.
- i. QUALITY REPRESENTATIVE TELEPHONE SUPPORT: The Contractor shall provide a telephone and phone recorder with remote access device installed on a dedicated line for use by the QSR. The installation charge and monthly telephone bill will be reimbursed to the Contractor upon presentation of supporting documentation and an invoice certified by the QSR. No fee or administrative charge will be added to the telephone bill.
- j. FACSIMILE MACHINE: The Contractor shall obtain and provide a Facsimile Machine, Brother Intelli Facsimile Model 1570MC or equal. The Facsimile Machine shall be placed on a suitable table beside the telephone. The Facsimile Machine and telephone shall be for exclusive use of the Government Representative to transmit and receive data between Defense Energy Support Center/Department of Defense activities and the Contractor's terminal.

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- k. FACSIMILE MACHINE TELEPHONE: The Contractor shall obtain and provide a commercial telephone on a dedicated line for use with the facsimile machine. The telephone service shall consist of the following:
- PX100 FCC registration #BTL8XK68538-FA-E, ringer equivalency 1.1B.
 - Telephone voice grade line terminated in RJ11C telephone jack
 - Telephone for the facsimile machine shall not be utilized by any other purpose
 - The Government will reimburse the Contractor for direct out-of-pocket costs associated with the telephone services upon receipt of a QSR certified invoice itemizing the long distance charges.
 - No fee or administrative charges will be allowed to be added to the bill
- l. PHOTOCOPY TYPE REPRODUCTION MACHINE: The Contractor shall provide a photocopy type reproduction machine that is capable of handling letter and legal size copies. The Contractor shall provide sufficient quantities of both sizes of paper to meet the terminal's and QSR's copy requirements.
- m. FUEL AUTOMATED SYSTEM (FAS) ADP EQUIPMENT: The Contractor shall input inventory data of Government-owned product directly into the Government's Fuel Automated System (FAS) utilizing the Government furnished computer hardware and software. DESC will install the necessary hardware and software and provide training to minimum of two (2) contractor personnel. Reference Clause I119.04 for additional information regarding the Government's inventory data requirements.
- n. FAS DATA ENTRY TELEPHONE SUPPORT: The Contractor shall provide an unrestricted commercial telephone line to be used for data entry into the Government FAS system. The installation charge and the monthly telephone bill will be reimbursed by the Government upon presentation of supporting documentation and an invoice by certified by the QSR. No fee or administrative charge will be allowed to be added to the bill.
- H. BEST COMMERCIAL PRACTICES: In the absence of any contract provisions or reference to a method, specification, or other instructions the Contractor shall perform all services here under in accordance with the best commercial practices.

CONTRACT LINE ITEM 1001: The services and facilities to be provided during the performance of this contract and the price thereof are as follows:

Multiyear = July 1, 2001 through June 30, 2006

<u>TANK NUMBER</u>	SHELL CAPACITY	FILL CAPACITY	Use Charge Per Tank Per Number (Prorated for Part Months) includes initial fill and final shipment
			<u>(BARRELS)</u> <u>(BARRELS)</u> <u>MULTIYEAR PRICE</u>

SUBLINE ITEM 1001A (MUCC)

For the first 1,500,000 barrels of product received into storage after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge (included in the tankage use charge).

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SUBLINE ITEM 1001B (MUCC)

For the first 1,500,000 barrels of product received into storage after initial fill per year or prorated part thereof for any part year that the use of storage is limited to a period of less than one year, there is to be no additional charge (included in the tankage use charge).

SUBLINE ITEM 1002 (EXTP) – NOT TO EXCEED: \$25,000.00/yr.

Excess throughput: In excess of 1,500,000 barrels of throughput per year (or prorated part thereof for any part year that the use of storage is limited to a period of less than one (1) year, the Contractor will be reimbursed \$_____ (multi-year) per barrel. Throughput is defined as receipts plus issues divided by two (2).

SUBLINE ITEM 1003 (OVRT) – NOT TO EXCEED: \$1,000.00/yr

Overtime: Services other than normal working hours shall be ordered for this subline item in accordance with Clause I16.01. The overtime rates listed below shall apply, unless altered by union agreement or Government regulations. The Contracting Officer shall be notified by the Contractor of any change to these rates which shall be supported with copies of the appropriate union agreement or formal Government notice.

EMPLOYEE CLASSIFICATION

OVERTIME

Show Computation for the Overtime Rate of each Classification as follows:

Category

Base Rate times 1.5

Plus Payroll Taxes & Insurance (specify rate)

Subtotal

Plus Profit (specify rate)

Total Overtime Rate

SUBLINE ITEM 1004 (COMM) – NOT TO EXCEED: \$2,500.00/yr

Telephone for the QSR

The Contractor shall be reimbursed for direct out-of-product costs for the QSR telephone expenses. Invoices for reimbursement shall be submitted to the QSR for certification and include supporting documentation. No fee or administration charge shall be added.

SUBLINE ITEM 1005(COMM) – NOT TO EXCEED: \$2,500.00/yr

FAS Telephone Line

The Contractor will be reimbursed for direct out-of-product costs for the FAS Telephone Line. Invoices for reimbursement shall be submitted to the QSR for certification and include supporting documentation. No fee or administration charge shall be added.

SUBLINE ITEM 1006 (IFSI) – NOT TO EXCEED: \$1,000.00/yr

Injection of Fuel System Icing Inhibitor (FSII Additive System) Services

The Contractor will be reimbursed \$_____ (multi-year) per barrel

SUBLINE ITEM 1007 (IFCA) – NOT TO EXCEED: \$1,000.00/yr

Injection Conductivity Additive Services

The Contractor will be reimbursed \$_____ (multi-year) per barrel

SUBLINE ITEM 1008 (IACA) – NOT TO EXCEED: \$1,000.00/yr

Injection Anti-Corrosion Additive Services

The Contractor will be reimbursed \$_____ (multi-year) per barrel

SUBLINE ITEM 1009 (FILT) – NOT TO EXCEED: \$20,000.00/yr

Filter Element Cost

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The Contractor will be reimbursed for direct out-of-pocket costs for replacement of filter elements and for the disposal costs of the used filter elements. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

SUBLINE ITEM 1010 (TKCL) – NOT TO EXCEED: \$25,000.00/yr

Tank Cleaning Services

The Contractor will be reimbursed for actual costs of disposing of tank bottoms, slop oils, and contaminated product. Invoices for reimbursement shall be certified by the QSR and include supporting documentation. NOTE: Prior to any tank cleaning efforts, the Contracting Officer shall be contacted.

SUBLINE ITEM 1011 (LABS) – NOT TO EXCEED: \$5,000.00/yr

Laboratory Equipment

The Contractor will be reimbursed for direct out-of-pocket costs for the purchase of laboratory equipment in support of the QSR. Invoices for reimbursement shall be certified by the QSR and include supporting documentation. NOTE: Prior to any equipment purchase, the Contracting Officer must be contacted for approval. A modification will then be issued authorizing purchases.

SECTION C - DESCRIPTION/SPEC/WORK STATEMENT

C19.07 TESTING OF PETROLEUM PRODUCTS (DESC AUG 1991)

(a) The tests identified in attachment 4 of the solicitation are a required part of the services to be provided. The Contractor will provide these tests in the following manner (please mark applicable box):

☐ The Contractor will perform the tests using its own qualified personnel, facilities, and equipment.

(All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not perform the tests with its own personnel, but will provide on a seven days per week, 24 hours per day, basis, all facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not provide its own personnel, facilities, or equipment. Instead, upon the Government's request, the Contractor will transport any sample(s) to a commercial laboratory approved by the Government and arrange for the commercial laboratory to perform all required tests. (The Government will reimburse the Contractor for the actual costs of the tests by the commercial laboratory. All other associated costs are to be included in the monthly service charge.)

(b) All facilities and equipment to be provided, whether that of a Contractor or commercially-owned, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and implementing regulations and the National Fire Protection Association.

(DESC 52.211-9FL5)

SECTION F - DELIVERIES OR PERFORMANCE

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, _____ through _____, the Contractor shall provide petroleum storage facilities and services at the following location:

(Street address)

(City/State/Zip)

(DESC 52.242-9FA1)

SECTION G - CONTRACT ADMINISTRATION

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 1999)

(a) This clause applies to payments made by DFAS Columbus.

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(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters.

(c) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)

OR

(d) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45 FACSIMILE INVOICING (DESC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not he intends to submit invoices via FAX:

☐ YES

☐ NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)

(a) **FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

☐ YES

☐ NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) **ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

☐ YES

☐ NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) Are ☐ , are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ , are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ , has not ☐ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

CERTIFICATION PACKAGE FOR SOLICITATION SP0600-01-R-0031

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(Approximately 433,000 BBLs)

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)